

CH09 1538

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee: _____

For Commission Action on: _____

DESCRIPTION OF ITEM:

RESOLUTION AMENDING THE FY 2009 OPERATING BUDGET AND AMENDING THE POSITION CONTROL BUDGET AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE SUPREME COURT OF TENNESSEE ADMINISTRATIVE OFFICE OF THE COURTS FOR THE JUVENILE COURT CHILD SUPPORT MEDIATION PROGRAM IN THE AMOUNT OF \$30,000.00 AND THIS ITEM REQUIRES EXPENDITURE OF STATE GRANT FUNDS IN THE AMOUNT OF \$30,000.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

X This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ _____; County CIP Funds- \$ _____

Federal thru State Grant Funds: \$ _____; State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ _____ State Grant Funds: \$30,000.00

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: Juvenile Court – Administrative Office of the Courts Grant

APPROVAL:

Dept. Head:	_____	_____	_____
	(Type your name & phone #.)	(Initials)	(Date)
Elected Official:	<u>Larry K. Scroggs 405-8518</u>	<u>LS</u>	<u>11-4-08</u>
	(Type your name & phone #.)	(Initials)	(Date)
Division Director:	_____	_____	_____
	(Type your name & phone #.)	(Initials)	(Date)
CIP – A&F Director:	_____	_____	_____
	(Type your name & phone #.)	(Initials)	(Date)
Finance Dept.	<u>Mike Swift</u>	<u>MS</u>	<u>11/5/08</u>
	(Type your name & phone #.)	(Initials)	(Date)
County Attorney:	<u>Mary L. Bright</u>	<u>mlb</u>	<u>11/4/08</u>
	(Type your name & phone #.)	(Initials)	(Date)
CAO/Mayor:	<u>James F. Huntzicker 545-4514</u>	<u>JFH</u>	<u>11/5/08</u>
	(Type your name & phone #.)	(Initials)	(Date)

SUMMARY SHEET

I. Description of Item

RESOLUTION AMENDING THE FY 2009 OPERATING BUDGET AND AMENDING THE POSITION CONTROL BUDGET AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE SUPREME COURT OF TENNESSEE ADMINISTRATIVE OFFICE OF THE COURTS FOR THE JUVENILE COURT CHILD SUPPORT MEDIATION PROGRAM IN THE AMOUNT OF \$30,000.00 AND THIS ITEM REQUIRES EXPENDITURE OF STATE GRANT FUNDS IN THE AMOUNT OF \$30,000.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

II. Source and Amount of Funding

State grant funds in the amount of \$30,000.00 from the Supreme Court of Tennessee - Administrative Office of the Courts. No local match is required.

• Revenue, State Reimbursements	\$30,000.00
• Salaries & Benefits, Temporary Position	\$10,800.00
• Professional Fees, Mediator Services	\$19,200.00

III. Additional Information Relevant to Approval of this Item

The Supreme Court of Tennessee, Administrative Office of the Courts, through the Access and Visitation Grants, awarded Juvenile Court \$30,000.00 for the provision of child support mediation services. The grant covers the period of September 1, 2008 through September 30, 2009.

Project goal is to provide effective mediators to assist parents in resolving custody disputes with child support issues. Mediation allows parents involved in custody battles to voice their concerns in a less hostile setting, which often result in more acceptable joint parenting agreements. Successful mediation may prevent the stress and potential trauma to children involved in protracted custody disputes.

The program would assist self represented litigants with client case review, including filing of petitions, providing legal options to parents who have child support questions, and assisting the Juvenile Court's Office of the Advocate for Non-Custodial Parents in other matters involving child support issues.

ITEM # _____

PREPARED BY: Dini Malone

SPONSORED BY COMMISSIONER CHISM

APPROVED BY: 

DESCRIPTION OF ITEM:

RESOLUTION AMENDING THE FY 2009 OPERATING BUDGET AND AMENDING THE POSITION CONTROL BUDGET AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE SUPREME COURT OF TENNESSEE ADMINISTRATIVE OFFICE OF THE COURTS FOR THE JUVENILE COURT CHILD SUPPORT MEDIATION PROGRAM IN THE AMOUNT OF \$30,000.00 AND THIS ITEM REQUIRES EXPENDITURE OF STATE GRANT FUNDS IN THE AMOUNT OF \$30,000.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, Shelby County Government, on behalf of the Juvenile Court of Memphis and Shelby County, has entered into an agreement with the Supreme Court of Tennessee, Administrative Office of the Courts for the period of September 1, 2008 through September 30, 2009 for the provision of mediation services to parents with custody issues involving child support.

WHEREAS, The Shelby County Board of Commissioners approved FY 2008/2009 Operating Budget of the Juvenile Court of Memphis and Shelby County; and

WHEREAS, Approved funding in the amount of \$30,000.00 was received from the Supreme Court of Tennessee; and

WHEREAS, Now it is necessary to amend the Revenue, Salaries, and O&M Line Items in order to accept and expend these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the FY 2008/2009 Operating Budget of the Juvenile Court of Memphis and Shelby County is hereby amended and funds appropriated per Exhibit A which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Position Control Budget is hereby amended as per Exhibit B, which is attached hereto and incorporated hereinto by this reference as if fully set forth herein.

BE IT FURTHER RESOLVED, that the Mayor and the Director of Administration and Finance are hereby authorized to issue their warrant or warrants to the extent of appropriations made in this resolution pursuant to the terms and conditions of said grant, and to take proper credit in their accounting therefor.

A C Wharton Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED _____

EXHIBIT A

JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY

BUDGET AMENDMENT - AOC MEDIATOR GRANT

SEPTEMBER 1, 2008 - SEPTEMBER 30, 2009

ACCOUNT NUMBER	DESCRIPTION	CURRENT BUDGET	ADJUST- MENT	BUDGET AS AMENDED
<u>FUND/ORG: 688-707003</u>				
4330	STATE GRANTS	0	(30,000)	(30,000)
5109	TEMPORARY LABOR	0	9,860	9,860
5515	FICA	0	611	611
5516	MEDICARE COVERAGE - MQFE	0	143	143
5591	OJI EXPENSE	0	153	153
5592	UNEMPLOYMENT COMP	0	33	33
6646	PROFESSIONAL FEES	0	19,200	19,200
	Net Operations	0	0	0

JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY
POSITION CONTROL BUDGET AMENDMENT - AOC MEDIATOR GRANT
SEPTEMBER 1, 2008 - SEPTEMBER 30, 2009

<u>POSITION NO</u>	<u>JOB TITLE</u>	<u>STATUS</u>	<u>FUND/ORG</u>	<u>SALARY INCREASE</u>
New Position	Temporary Mediator	Durational, Part Time	688-707003	9,860
				<u>9,860</u>



Supreme Court of Tennessee

Administrative Office of the Courts
Nashville City Center, Suite 600
511 Union Street
Nashville, Tennessee 37219
615 / 741-2687 or 800 / 448-7970
FAX 615 / 741-6285

ELIZABETH A. SYKES
Director

TIM D. TOWNSEND
Deputy Director

October 31, 2008

Dini Malone, Director
Administrative Services
Juvenile Court of Memphis and Shelby County
616 Adams Avenue
Memphis, TN 38105

RE: PEMF Grant Contract

Dear Ms. Malone,

Enclosed please find two fully executed copies of the Access and Visitation award contract for 2008-09.

I am also enclosing an invoice form for your use in submitting reimbursement requests. Please note that our office must have a monthly narrative activity report and all receipts and support documentation for the expenses claimed before our office can reimburse the request.

I look forward to working with your office and thank you for your support of families in Tennessee.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Rose".

Mary Rose Zingale
Court Services Director

Enclosures: As listed

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Administrative Office of the Courts
AND
Shelby County Government on Behalf of
Juvenile Court of Memphis and Shelby County**

This Grant Contract, by and between the State of Tennessee, Administrative Office of the Courts, hereinafter referred to as the "State" and Shelby County Government on Behalf of the Juvenile Court of Memphis and Shelby County hereinafter referred to as the "Grantee," is for the performance of professional services for mediation in child support cases in which parents have custody disputes and provision of legal information to these parents regarding their options in custody cases in the Juvenile Court of Memphis and Shelby County, Shelby County, Tennessee as further defined in the "SCOPE OF SERVICES."

The Grantee is a governmental entity.

A. SCOPE OF SERVICES:

A.1. SERVICES will be provided and focused on self-represented parents who have access and visitation issues.

Services will include:

- a. Providing mediators for child support cases in which parents have custody disputes and also providing legal information to these parents regarding their options regarding custody issues in the Shelby County Juvenile Court.
- b. Providing to the Administrative Office of the Courts, a monthly detailed description of the services provided and a list of the individuals and/or groups directly using or benefiting from these services.
- c. Providing all forms as requested by Administrative Office of the Courts to include but not be limited to, forms for compliance with federal grant requirements and forms for compliance with any audit requirements.

B. GRANT CONTRACT TERM:

B.1. Grant Contract Term. This Grant Contract shall be effective for the period commencing on September 1, 2008 and ending on August 31, 2009. The State shall have no obligation for services rendered by the Grantee that are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed thirty thousand dollars (\$30,000.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment A, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.

C.3 Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section 1 of this Grant Contract, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted, at a minimum, quarterly, until the maximum liability in Section C.1 has been exhausted.

The invoice and report(s) shall be submitted to the AOC within 10 business days of the end of each month for which the Grantee is requesting payment. The last monthly invoice and report(s) shall be submitted pursuant to Section C.6. At a minimum the invoice will indicate the budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

C. 4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the Administrative Policies and Procedures Tennessee Supreme Court Administrative Office of the Courts as they are amended from time to time and subject to the Grant Budget.

C. 5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget (See Attachment A) The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Contract amount shall require a contract amendment.

C. 6. Annual Report and Disbursement Reconciliation and Close Out. **The State shall receive from the Grantee, a final invoice and report(s) by September 30, 2009.** Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final invoice.

If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant invoice.

C. 7. Payment of Invoice. Disbursement by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. In addition, disbursement by the State shall not be construed as: explicit, tacit, implied, approval of the use of said funds disbursed to the Grantee.

C. 8. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

- C. 9. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C. 10. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D. 1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D. 2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D. 3. Termination for Convenience. The Grant Contract may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State.
- D. 4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee. Upon such termination, Grantee shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D. 5. Subcontracting. The Grantee shall not assign this Agreement or enter into a sub-agreement or sub-contract for any of the services performed under this Grant Contract without obtaining the prior written approval of the AOC.
- D. 6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State (AOC) as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D. 7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- D. 8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- The grantee specifically warrants that it will make reasonable modifications as may be necessary under the Americans with Disabilities Act to ensure access or participation to its programs for individuals with qualified disabilities.
- D. 9. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D. 10. Prohibited Advertising. Grantee shall not refer to this Contract or Grantee's relationship with the State hereunder in commercial advertising in such a manner as to imply that Grantee's services are endorsed by the State.
- D. 11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D. 12. Records. The Grantee shall maintain documentation for all charges against the State under this Grant Contract. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be prepared in accordance with generally accepted accounting principles.